

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: : **Case No. 13-70406-JAD**
:
Thomas E. Lee and :
Betty L. Lee, : **CHAPTER 13**
Debtors :
:
Thomas E. Lee and : **Docket No. 28**
Betty L. Lee, :
Movants : **Hearing Date & Time:**
: **July 31, 2013 at 10:00 AM**
vs. :
:
Springleaf Financial Services, :
Respondent :
:
and :
:
Ronda J. Winnecour, :
Esquire (Trustee), :
Additional :
Respondent :

MOTION TO APPROVE LOAN MODIFICATION AGREEMENT

AND NOW come the Debtors, Thomas E. Lee and Betty L. Lee, by and through their attorney, Jason J. Mazzei, Esquire, of the Law Firm of Mazzei & Associates, and file the within Motion to Approve Loan Modification Agreement, and in support thereof avers as follows:

1. Movants are Thomas E. Lee and Betty L. Lee, adult individuals presently residing at 1767 Carson Hill Road, Du Bois, Pennsylvania 15801.
2. Movants are the Debtors in the above-captioned bankruptcy case.
3. The Respondent is Springleaf Financial Services, a financial institution organized and existing under the laws of the state of Indiana, and at all times relevant hereto was doing business in the Western District of Pennsylvania, and utilized the mailing address of Post Office Box 969, Evansville, Indiana 47706-0969.
4. The Additional Respondent is Ronda J. Winnecour, Esquire, the standing chapter 13 trustee appointed in this case.

5. The Debtors filed a voluntary chapter 13 bankruptcy petition on May 28, 2013.
6. The Debtors' residence located 1767 Carson Hill Road, Du Bois, Pennsylvania 15801 is secured by a mortgage with the Respondent, Springleaf Financial Services.
7. On or about May 1, 2013, the Respondent, Springleaf Financial Services, forwarded a Loan Modification Agreement to Counsel for Debtors. (See Exhibit "A").
8. The terms of the modification, in pertinent part, are as follows:
 - a. As of May 1, 2013, the unpaid balance under the Note is Thirty Thousand Sixty Dollars and Sixty-Two Cents (\$30,060.62).
 - b. The interest rate shall be reduced to 10.99% effective April 1, 2013, and will remain the same until the new Maturity Date.
 - c. The monthly payment shall be reduced to \$498.64 effective with the May 1, 2013 payment.
 - d. The new Maturity Date of the loan is December 1, 2023. If the Movants still owe funds to the Respondent on the new Maturity Date, those amounts will be immediately due and payable on the Maturity Date by the Movants.
9. The Debtors will file an amended plan to include the terms of the loan modification agreement should this Court approve this Motion.
10. The Debtors respectfully request that this Court approve the Loan Modification Agreement issued by Springleaf Financial Services.

WHEREFORE, the Debtors herein respectfully pray that this Court hereby order as follows:

1. That the Loan Modification Agreement issued by Springleaf Financial Services be approved.
2. That an amended chapter 13 plan be filed within thirty (30) days incorporating the terms of the loan modification agreement.
3. Any other or further relief that this Court deems just and proper.

Respectfully submitted,

Date: July 8, 2013

/s/ Jason J. Mazzei
Jason J. Mazzei, Esquire
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